

ARTICLE 1: AGREEMENT

THIS AGREEMENT made and entered into by and between KOSSUTH COUNTY COURTHOUSE EMPLOYEES, hereinafter referred to as the "Employer" and TEAMSTERS LOCAL NO. 650, Mason City, Iowa, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union". This Agreement constitutes the complete and final agreement between the parties and cancels all past practices.

ARTICLE 2: RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for employees of the Kossuth County Courthouse Employees Case No. 6768.

Included: All regular full-time and regular part-time clerks and deputies employed in the Auditor's Office, Treasurer's Office, Recorder's Office or County Attorney's Office; financial secretary in the Auditor's Office; case managers, and Courthouse custodians.

Excluded: Elected officials, supervisory employees, 1st deputies, confidential employees and all others excluded by Iowa Code section 20.4

ARTICLE 3: GRIEVANCE PROCEDURE AND ARBITRATION

3.1 A grievance shall be defined as a dispute or disagreement raised by an employee against the County involving interpretation or application of a specific term or provision of this Agreement. Other disputes or disagreements which do not involve the interpretation or application of a specific term or provision of this Agreement shall not be considered contract grievances.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to his/her immediate supervisor within five (5) working days following the oral discussion. Within ten (10) working days, the immediate supervisor will answer the grievance in writing.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or the Union shall present the grievance to his/her Department Head within five (5) working days following the answer by the immediate supervisor. Within ten (10) working days, the Department Head will answer the grievance in writing.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within fifteen (15) working days after the date of the Department Heads' answer given in Step 2.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date of the alleged violation of the Agreement. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it may automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the party requesting arbitration will submit a request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The party requesting arbitration strikes first.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to ignore, nullify, change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Union and Employer.

ARTICLE 4: HOURS OF WORK

The purpose of this Article is not to be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work, including starting and quitting times, will be made by the appropriate County official.

The work period for payroll purposes and for computing overtime for Courthouse departments begins 12:01 a.m. Monday and ends at 12:00 midnight the following Sunday.

Full-time Courthouse employees normally work 35 hours per week, with a one-hour paid lunch period each day. Because the lunch period is paid, employees will not receive any additional compensation for hours worked between 35 and 40 hours per week. However, they will be eligible for one hour of compensatory time for each hour worked

between 35 and 40 hours per week. The department head may allow an interruptible 15 to 20 minute rest break during each four hour work period. Weekly schedules for part-time employees will be established by the appropriate County Official.

All nonexempt employees who work in excess of 40 hours in any workweek shall be paid in the form of compensatory time at the rate of one and one-half hours for each hour of overtime worked. Paid leaves, holidays, and vacation time shall not be counted as working time for the purpose of determining overtime. Employees may accumulate a maximum of 56 hours of compensatory time. Employees who have accrued compensatory time may request the use of compensatory time and shall be permitted to use such time within a reasonable period after making the request, if use of compensatory time does not unduly disrupt the operations of the department or office.

Custodians/Maintenance

The workweek for payroll purposes begins as 12:01 a.m. Saturday and ends at 12:00 Midnight the following Friday.

Custodial employees normally work 40 hours per week. Employees normally receive a one-hour unpaid lunch period during the middle of the workday. The department head may allow an interruptible 15-minute rest break during each four-hour work period.

Weekly schedules for part-time employees will be established by the Auditor.

The Auditor shall determine whether it is necessary for custodian/maintenance employees to work overtime hours, and all overtime hours must have prior approval. Nonexempt employees who work in excess of 40 hours in any workweek shall be paid in the form of compensatory time at the rate of one and one-half (1- 1/2) hours for each hour of overtime worked. Paid leaves, holidays, and vacation time shall not be counted as working time for the purpose of determining overtime.

ARTICLE 5: SENIORITY

5.1 Seniority Definition

Seniority means an employee's length of continuous service with the County since their last date of hire. Seniority shall be departmental (length of time in the department). The departments are:

1. Auditor
2. Treasurer
3. Custodians
4. Recorder
5. County Attorney's Office
6. Case Managers

5.2 Seniority List

The Union shall be furnished with a seniority list of all employees covered by this Agreement within thirty (30) days after its execution.

5.3 Job Vacancies

Application forms are available from and shall be submitted to the appropriate department head. Applicants, including current employees, shall be considered on the basis of job-related qualifications including attitude, skill, ability, past performance, efficiency, disciplinary record, and length of service. Military service may also be a factor in hiring decisions, as provided by Iowa's Veteran's Preference law.

5.4 Reduction in Force Procedures

If, in the judgment of the County, it becomes necessary to reduce the number of employees, layoffs will be accomplished with due consideration to status, qualifications, length of service, and past performance. Employees on layoff are not eligible for holidays, vacation, sick leave, or County group health insurance programs. County-paid medical insurance coverage terminates on the last day of the month for which premiums have been paid. However, the employee may be eligible to continue coverage at his or her own expense.

5.5 Loss of Seniority

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated if the employee quits, is discharged or retires.

ARTICLE 6: HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

New Years Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

When any of these holidays falls on a Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday.

Part-time employees are not eligible for holidays

Personal Day Regular full-time employees earn one personal day with pay each calendar year for personal purposes. A request to use a personal day should be submitted as far in advance as possible to the department head. Requests to use a personal day are subject to department head approval. You must use the personal day in the calendar year in which it is earned. An unused personal day does not carry over into the next year. Upon retirement, reduction in force, or termination, employees receive no additional compensation for an unused personal day.

ARTICLE 7: VACATION

Full-time employees earn vacation according to the following schedule:

<u>Years Of Continuous Service</u>	<u>Days of Vacation/Year</u>
After one year	5 days
After two years	10 days
After ten years	15 days
After twenty years	20 days

Part-time employees are eligible for pro-rated vacation.

Scheduling Vacation

Vacation must be scheduled with and approved by the department head. You may take your earned vacation at any time subject to the work requirements of your department and approval of the department head. Full-time employees may carry over a maximum of one week (5 days or 40 hours) of vacation into the next anniversary year.

Employees shall make a reasonable effort to submit a written request for vacation to his/her Department Head at least thirty (30) days prior to the requested time off. In all cases, vacation requests must be approved by the employee's department head. Vacation requests submitted after February 1 of each year will be granted on a "first come, first serve" basis. No sooner than January 1 and not later than February 1 of each year, employees may select one full week of vacation. Vacation requests made during this period of time will be granted on a seniority basis.

ARTICLE 8: SICK LEAVE

Starting with their first day of work, full-time employees accumulate paid sick leave at the rate of one day per month, up to a maximum accumulation of 90 days (630 hours). The maximum accumulation of sick leave for custodial employees who normally work 40 hours per week is 720 hours.

Starting with their first day of work, part-time employees accumulate sick leave at the rate of six (6) days per year, up to a maximum accumulation of 20 days (160 hours).

Use of Sick Leave

Employees may use sick leave for the employee's non-work-related illness, injury, or temporary disability, including pregnancy. The department head may require you to provide a physician's certificate or evidence supporting absences due to illness or injury or temporary disability. Use of sick leave is not automatic and must be approved by your department head.

To be eligible for sick leave, you must notify your department head as soon as possible, but in any event, prior to your starting time.

Payment for Sick Leave

Payment for sick leave will be computed by multiplying the employee's straight time hourly rate by the appropriate number of hours absent from the employee's scheduled shift.

If a Holiday Falls During Sick Leave

If a holiday falls when you are on a paid sick leave day, you will be paid holiday pay, if eligible, and sick leave will not be deducted from your accumulated sick leave.

ARTICLE 9: JURY DUTY

Any full-time or regular part-time employee required to report for jury duty shall receive a paid leave of absence for the time spent on duty subject to the requirements of this policy. Any full-time or part-time employee subpoenaed to appear as a witness in a civil or criminal proceeding in which that employee is not directly involved as a plaintiff or defendant shall be granted a leave without pay. Employees who must appear as a witness in a civil or criminal proceeding in which that employee is not directly involved as a plaintiff or defendant shall be granted a leave without pay. Employees who must appear as a witness in a civil or criminal proceeding in which they are directly involved as a plaintiff or defendant may apply for an unpaid leave of absence.

All employees summoned to jury duty or witness duty must submit a copy of the summons to their supervisor within two working days after receiving the summons. Employees on jury or witness duty are expected to promptly return to work when released from service, either permanently or temporarily.

Hours spent by any employee appearing as a witness in any job-related legal proceeding at the direction of the County shall be considered to be work time.

Employees must submit certification of the number of hours spent in such service and assign any compensation in connection with the duty, less any reimbursement for travel or meal expenses, to the County.

ARTICLE 10: BEREAVMENT LEAVE

Regular full-time employees may be excused from work for up to three days with pay in the event of the death of a member of their immediate family. For purposes of this section, "immediate family" shall be defined as spouse, child, grandchild, natural brother and sister, or parent. Bereavement leave for other family relationships shall be in the amount of one paid day of absence. One-half day of paid leave will be allowed if an employee acts as pallbearer at a funeral. Additional unpaid days may be granted with approval of the department head. Payment will be made for only those days absent which would have been worked by the employee. For purposes of this section, a "day" equals the number of hours an employee would regularly be scheduled to work.

ARTICLE 11: INSURANCE

The Employer agrees to pay 100% of the single and family premium for each eligible regular full-time employee for the County Health and Major Medical group insurance program.

The Employer shall pay the individual monthly premium for the County provided dental insurance program for regular full-time employees. The employee shall pay the monthly premium for dependent coverage.

The insurance program(s) referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

ARTICLE 12: GENERAL PROVISIONS

Stewards The Employer recognizes the right of the Union to designate Stewards. The names of the Stewards will be provided to the Employer in writing.

Bulletin Boards The Employer will provide space on a bulletin board to be used by the Union for posting of notices limited to: a) notice of Union recreational and social activities; b) notice of Union elections and results of such elections; 3) notice of Union appointments; d) notice of Union meetings. If the Union desires to post any other information or material, the Union shall first submit the desired posting to the Board of Supervisors for approval.

Dues Deduction Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the County agrees to deduct the regular monthly Union dues from the paycheck of each employee every month, and remit such deduction by the fifteenth (15th) day of the succeeding month to the business address of the Union with an accompanying list of employees in the bargaining unit, identifying from whom payroll deductions were made. The Union will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County shall require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made. The Union agrees to indemnify and hold the County harmless against any and all claims, suite, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this dues deduction clause.

ARTICLE 13: WAGES

Effective August 1, 2005	Increase wage rates by 2.8%*
Effective July 1, 2006	Increase wage rates by 2.5%*

Deputy salaries may not exceed salary limits specified in Iowa Code 331.904

ARTICLE 14: DURATION

This Agreement shall be in full force and effect from the first (1st) day of August, 2005 through and including the thirtieth (30th) day of June, 2007

Signed this 1st day of September, 2005.

~~ROSSUTH COUNTY~~
SHERIFF'S DEPARTMENT

By Eugene Elsbacker - Chair
Chairperson, County
Board of Supervisors

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

By Ron Wheeler
Union Representative
Teamster Local 650

By _____

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Acknowledged by:

Deane Von Bokern
Employer Representative
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ARTICLE 7: VACATION

Full-time employees earn vacation according to the following schedule: